

**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE CITY OF FREDERICTON**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL UNION NO. 1709**

**2019 January 1 to 2022 December**

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THIS AGREEMENT made this 29th day of September 2020.

**BETWEEN:** THE CITY OF FREDERICTON, hereinafter called "the Employer"

**AND:** CANADIAN UNION OF PUBLIC EMPLOYEES and its LOCAL 1709,  
hereinafter called "the Union"

**PREAMBLE**

WHEREAS it is the intention and purpose of the parties of this Agreement to maintain the existing harmonious relations and settled conditions of employment between the Employer, the employees, and the Union and to improve the quality of service to the public and to promote the wellbeing and the increased productivity of its employees to the end that the parties hereto set forth certain terms and conditions of employment relating to pay, hours of work and other related terms and conditions of employment affecting employees covered by this Agreement.

NOW, THEREFORE, the parties agree as follows:

**ARTICLE 1 - APPLICATION AND RECOGNITION**

- 1.01 The Employer recognizes the Canadian Union of Public Employees and its Local 1709 as the sole and exclusive bargaining agent for all its employees in the classifications listed in Appendix B and B1.
- 1.02 This Agreement applies to all employees as defined by this Agreement. When any new position comes within the scope of this Agreement, it shall be mutually determined by the Parties as to whether or not such position will be included in the bargaining unit. If agreement cannot be reached, the Employer will confirm such to the Union in writing and the Union will have ten (10) working days to refer the matter to the Labour and Employment Board.
- 1.03 If during the term of this Agreement, a new classification comes within its scope, wage rates for this classification shall be determined in accordance with the provision of the Classification Evaluation Plan.
- Nothing in this clause shall prevent the Employer from filling a new classification on an interim basis until the classification evaluation process can determine an appropriate salary level for the position.
- The settled wage rates shall be retroactive to the time the new classification was created.
- 1.04 (a) An employee who accepts a permanent transfer to a position of lower classification shall be paid the rate of pay within the pay range for that new classification.
- (b) Where an employee is reclassified or demoted to a lower classification for reasons other than disciplinary action for just cause, or at the employee's written request, **they** shall be paid a rate not less than **their** present rate until the rate paid in the lower classification is not less than the rate which the employee was earning in his previous classification.
- 1.05 (a) The parties to this Agreement agree to maintain a proper classification system during the life of this Agreement.
- (b) The Employer shall provide the Union with copies of job descriptions for all classifications covered in Appendix B and B1 of this Agreement. The Employer shall also provide to the Union any changes or additions to job descriptions during the life of this Agreement.



- 1.06      Work of the Bargaining Unit - No employee in the bargaining unit shall suffer a loss of wages or layoff because of normal bargaining unit work being done by non-bargaining unit employees.
- 1.07      (a)     An employee or the Employer may request a reclassification when the Employer changes the duties and responsibilities of a job permanently and substantially.
- (b)     The Classification Evaluation Plan shall function as per the terms of reference of the Classification Evaluation Plan dated **2017 March**.

## **ARTICLE 2 - NO DISCRIMINATION**

- 2.01      The parties agree that there shall be no improper discrimination exercised or practiced against either party by the other.

## **ARTICLE 3 - DEFINITIONS**

- 3.01      Permanent Employee - A permanent employee is an employee who is filling a permanent position and has successfully completed the required probationary period. An employee who has achieved permanent status shall not cease to be a permanent employee merely by virtue of his filling another position on a temporary basis.
- 3.02      Probationary Employee - A probationary employee is an employee hired into a permanent position who is serving the required probationary period.
- 3.03      Temporary Employee – A temporary employee is an employee who is hired on a temporary basis for a predetermined period of time, less than one year.
- 3.04      Permanent Part-Time Employee – An employee hired into a permanent position, normally working less than thirty (30) hours per week. On limited occasions a part-time employee may work more than thirty (30) hours per week.
- 3.05      Seasonal Employee – An employee who works in a seasonally recurring position.
- 3.06      Immediate Family - Immediate family are persons who are married to one another, parents, children, siblings, grandparents, and grandchildren. It also includes a relationship between persons who, though not married to one another and whether or not a blood relationship exists, demonstrate an intention to extend to one another the mutual affection and support normally associated with those relationships first mentioned.

- 3.07           Extended Family - Includes brothers and sisters-in-law, mothers and fathers-in-law, and sons and daughters-in-law.

#### ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01           The parties hereto agree that it is exclusively the right of the Employer to manage its affairs in all respects, except as specifically limited by the terms of this Agreement.
- 4.02           The Employer shall exercise its right in a manner that is fair, reasonable, and consistent with the terms of this Agreement.

#### ARTICLE 5 - UNION SECURITY

- 5.01           The Employer agrees to deduct regular monthly dues from the wages due every employee in the bargaining unit and include the amount on the annual T4 slip for income tax purposes.
- 5.02           The sums deducted pursuant to this Article shall be remitted to the designated official of the Union prior to the 15th day of the month following the month in which the deductions were made. The Union will keep the Employer advised of the name and address of its designated official.
- 5.03           Before the Employer is obliged to deduct any amount under this Article, the Union must advise the Employer in writing of its regular monthly dues. The amount so advised shall continue to be the amount deducted under this Article until changed by a further written notice to the Employer signed by the designated official of the Union, after which such changed amount shall be the amount to be deducted and so from time to time.
- 5.04           Bulletin Boards - The Employer shall provide bulletin boards which shall be placed in locations where employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the members.
- 5.05           No Other Agreement - No employee shall be required or permitted to make a written or verbal agreement with the Employer or **their** representatives which may conflict with the terms of this Collective Agreement

**ARTICLE 6 - NEW EMPLOYEES/PROBATION**

- 6.01 The Employer and the Union shall acquaint new employees with the fact that an Agreement is in effect.
- 6.02 The Employer shall notify in writing newly hired employees within the bargaining unit of their employment status. In the case of a temporary employee, the notice shall indicate the expected duration of employment. Information concerning the status of an employee and the expected duration of employment of a temporary employee shall be forwarded to the Union within two (2) weeks from initial hiring of such employee.
- 6.03 The probationary period shall be six (6) months, provided, however, that by mutual agreement of the parties, the probationary period may be extended for a further period of up to six (6) months. The Employer may waive the probationary period at any time.
- 6.04 It shall be the exclusive right of the Employer to terminate probationary employees.
- 6.05 The provisions of this Agreement shall apply to newly hired probationary employees save and except:
- Article 8 – Grievance Procedure  
Article 9 – Arbitration
- 6.06 (a) Upon completion of the probationary period, seniority shall be effective from the original date of employment.
- (b) **The employer shall provide the personal mailing and phone numbers to the Union Secretary once the employees probationary period has been completed.**

**ARTICLE 7 - CORRESPONDENCE**

- 7.01 All correspondence between the parties arising out of this Agreement or incidental thereto, shall pass to and from the Directors of the affected departments, the Union President or **their** designate. Correspondence shall be copied to the CUPE Representative, City Administrator and the Manager Human Resources or designate.

**ARTICLE 8 - GRIEVANCE PROCEDURE**

8.01 If an employee, or a group of employees feel that they have been treated unjustly or consider themselves aggrieved, they are encouraged to discuss the matter with their non-union supervisor before the first step of the grievance procedure is implemented and may be accompanied by a union representative if so requested.

8.02 Where an employee alleges that the Employer has violated any provision of this Agreement, the following procedure shall apply:

Step One: Within ten (10) working days after the alleged grievance has arisen or of the employee becoming aware of the grievance, the employee may present his/her grievance in writing to his/her non-union supervisor or Department Head. The representatives of the Union and of the Employer including the Human Resources Division shall meet to try to resolve the grievance prior to proceeding to Step 2 of the grievance procedure. If the employee does not receive a reply or a satisfactory settlement within ten (10) working days from the date on which **the employee** presented **their** grievance at this level, **they** may proceed to Step Two.

Step Two: Within ten (10) working days from the expiration date referred to in Step One, the employee may present **their** grievance in writing to the City Administrator or designate. The representatives of the Union and of the Employer shall meet to try to resolve the grievance prior to the Union giving the notice to refer the grievance to arbitration.

If the employee does not receive a reply or a satisfactory settlement of **their** grievance within ten (10) working days of presenting the grievance at this level, **the employee** may refer the grievance to arbitration as provided for in Article 9 within twenty (20) working days from the date on which **they** should have received a reply or satisfactory settlement of **their** grievance.

The Parties acknowledge the benefit of prompt and effective resolution of grievances and agree that grievance mediation is one method to accomplish this. It is therefore agreed that the Grievance Mediation Process approved by the Municipal Sector Labour/Management Decision-Makers Committee, 1996 January 10 may be used at any step of the Grievance Procedure after Step 1.

8.03 The Employer or the Union shall have the right to file a general policy grievance which shall be filed with the President of the Union if the policy grievance is initiated by the Employer, and with the Manager Human Resources if initiated by the Union, at Step Two of this procedure

8.04 Any matter giving rise to a dispute directly between the Union and the Employer shall be processed at Step Two of the Grievance Procedure within twenty (20) days of the occurrence thereof.

- 8.05 A grievance not advanced to the next step of this procedure within the time limits is deemed to be abandoned.
- 8.06 The parties may mutually agree to extend the time limits specified herein.
- 8.07 In any case where the employee presents **their** grievance in person or in any case in which a hearing is held on a grievance at any level of the grievance process, the employee may be accompanied by a representative of the Union, and they shall not suffer any loss of pay or benefits for the time involved, except that the Employer shall not be required to pay for time spent at arbitration.

## ARTICLE 9 - ARBITRATION

- 9.01 The provisions of the Industrial Relations Act governing the arbitration of grievances shall apply to grievances lodged under the terms of this Agreement.
- 9.02 In any case, including cases arising out of any form of discipline or the loss of any remuneration, benefit, or privilege, the Board of Arbitration shall have full power to direct payment of compensation, vary the penalty, or to direct reinstatement of a benefit or privilege, or to affirm the taking away of such benefit or privilege, as the Board may determine appropriate to finally settle the issues between the parties, and may give retroactive effect to its decision.
- 9.03 The parties may, by mutual agreement, use a single arbitrator in dealing with any case.

## ARTICLE 10 - DISCIPLINE

- 10.01 Discipline Action - Disciplinary Action shall mean:
- (a) written reprimand or warning
  - (b) suspension with or without pay
  - (c) **demotion and/or financial penalty**
  - (d) **discharge or dismissal**
- 10.02 Employees shall only be disciplined for just cause.
- 10.03 Where the supervisor intends to discipline an employee, such disciplinary action shall be administered within twenty (20) working days from when the supervisor became aware of the incident. When an employee is disciplined, the Employer shall, within three (3) working days of the disciplinary action, notify the employee in writing by registered mail or personal service, stating the reasons for the

disciplinary action. The Employer shall also forward a copy of the letter to the Secretary of the Union within three (3) working days.

- 10.04 Where an employee alleges that **they have** been disciplined in violation of this Article, **the employee** may, within ten (10) working days of the date that **they were** notified in writing, invoke the grievance procedure, including arbitration, as set forth in this Agreement.
- 10.05 A grievance alleging violation of this Article shall be filed at Step Two of the grievance procedure, except in the case of a written reprimand or warning, which shall be filed at Step One.
- 10.06 An employee may review his record upon reasonable notice to the Employer and, upon request, the Employer shall provide him with a copy of his service record.
- 10.07 A suspension without pay shall be for a specified time, not exceeding fifteen (15) working days.
- 10.08 The record of an employee shall not be used against **them** at any time after eighteen (18) months following a suspension or any other disciplinary action, including written reprimand or warnings.
- 10.09 Where the supervisor intends to meet with an employee for the purpose of discussing pending disciplinary action as per Article 10.01, the employee shall be advised in advance of such meeting in order that **they** may have the opportunity to invite a Union representative to attend such meeting.

#### ARTICLE 11 - NO STRIKE OR LOCKOUT

- 11.01 The Union and the Employer agree that there shall be no strike by, or lockout of, members of the bargaining unit during the term of this Agreement.

#### ARTICLE 12 - SENIORITY

- 12.01 (a) General Seniority- shall be the length of continuous service in this bargaining unit.
- (b) General Seniority for part-time employees shall be pro-rated against their working hours from the last date of entry into the bargaining unit.
- (c) Notwithstanding 12.01 (a), a part-time employee who becomes a full-time employee shall, at the time of full-time hiring, be credited only with the pro-rated seniority accumulated under Article 12.01 (b).



- 12.02 Seniority Lists: Seniority lists shall include the names of all employees covered by this Agreement, their classification, date of hire, seniority date, sick leave credits, vacation credits and date of posting. Seniority lists will be forwarded to the Union within thirty (30) days of the signing of this Agreement and by February 15th of each subsequent year.

### ARTICLE 13 - PROMOTIONS AND STAFF CHANGES

- 13.01 It shall be the policy of the City to make promotions and staff changes on the basis of qualifications, ability, and seniority. Further, it shall be the policy to encourage opportunities for training of employees in order that such employees can assume greater responsibilities.
- 13.02 Within ten (10) days of the Employer deciding to fill a vacancy or establish a new position, the Employer agrees to notify the Union in writing and to post notices of such positions and/or vacancies in City Hall and other work places covered by this bargaining unit for a minimum of ten (10) working days. The applications shall be processed after the 10-day posting and the position shall be filled within sixty (60) working days of the closing of the posting or the Union shall be notified of the reason for any delay. By mutual agreement of the City and the Union executive, external advertising may take place at the same time as internal posting.
- 13.03 Where possible, formal training opportunities shall be posted in appropriate locations for all employees.
- 13.04 There shall be a trial period of two (2) months for any employee promoted or transferred to a new position. Conditional on satisfactory performance, the employee shall be confirmed in the position after the two (2) month trial period. In the event that, during the trial period, the employee proves unsatisfactory in the new position or has requested to return to his or her former position, the employee shall be so returned without loss of seniority, salary, or benefits. Any other employee displaced because of this action shall also be adjusted accordingly.
- 13.05 Information on Posting - Such notice shall contain the following information: nature of posting, qualifications, required knowledge and education, wages and department.
- 13.06 In filling a job vacancy, the Employer will endeavour to fill the vacancy within two (2) months from the closing date of the posting.
- 13.07 The Employer shall, following the filling of a vacancy, post notices indicating the successful candidate who has been given the position.

- 13.08 When an employee who has become incapacitated by a handicap, an illness, advancing years or temporary disability is unable to perform his regular duties, the Employer will make every reasonable effort to relocate the employee in a position or job consistent with his disability, incapacity or age.

#### ARTICLE 14 - LAYOFF AND RECALL

- 14.01 Role of Seniority in Layoff - Both parties agree that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, general seniority on a classification basis shall apply, provided however that an employee subject to a layoff in any classification may bump an employee in a lateral or lower classification with less general seniority on a bargaining unit wide basis, provided the employee is qualified to do the work of the new classification and accepts the pay rate of the new classification.
- 14.02 Recall Procedure - Employees shall be recalled in order of general seniority provided they have the required ability to perform the work available.
- 14.03 No New Employees - No new employees shall be hired until those laid off have been given an opportunity of recall. Recall privileges do not apply if an employee has been laid off for a period in excess of two (2) years, or if any employee has withdrawn employee contributions to the **Shared Risk Plan**.
- 14.04 Advance Notice of Layoff - The Employer shall notify employees who are laid off ten (10) working days prior to the effective date of layoff. If the employee has not had the opportunity to work the ten (10) working days, **they** shall receive payment for any such days not worked.
- 14.05 Grievances on Layoffs and Recalls - Grievances concerning layoffs and recalls shall be initiated at Step Two of the grievance procedure.

#### ARTICLE 15 - HOURS OF WORK

- 15.01 The regular hours of work for employees in the position of Communications Operator, Maintenance Worker, Parking Bylaw Officer, Unit Supervisor – Rink, Unit Supervisor – Sportfield Maintenance, Unit Supervisor – Pool Maintenance, shall be forty (40) hours per week save and except Maintenance Workers and Recreation Leaders who work in the areas of 1) Arena(s) 2) Sportfield(s) or the 3) Indoor Pool whose hours of work shall be one hundred and sixty (160) hours averaged over four (4) consecutive weeks.
- 15.02 The regular hours of work for all other employees shall be thirty-six and one quarter (36-1/4) hours per week.



15.03 The hours of work for the Communications Operators shall be as follows:

- (a) The Communications Centre shall operate on a Platoon system using a twelve (12) hour shift schedule. The schedule in effect on 1993 January 01 shall remain in effect for the duration of this contract unless changed by mutual agreement of the parties.
- (b) Employees working the twelve (12) hour shift shall be granted floater hours. Floater hours are defined as scheduled hours in excess of 2087 hours per year. Employees receiving floater hours shall have the option of taking time off or to receive pay for the floater hours at straight time. The Employer has the right to pay for floater hours not used as time off. Any floater hours earned and not used as time off by July 1<sup>st</sup> shall be paid out on the first pay in July to the employee. Any floater hours earned and not used or scheduled as time off up to and including December 31 of that year will be paid on the first pay period in December of that year.
- (c) **An Operator working twelve (12) hour shifts who have been off sick for more than thirty (30) consecutive days shall not accumulate additional floater hours and statutory holidays will be prorated. Operators will continue to be compensated as per a forty (40) hour work week.**
- (d) Operators working shifts will be permitted to take a paid lunch break of one half (1/2) hour at a time arranged between the operators on duty in the Communications Centre.
- (e) An Operator who wishes to extend **their** break time may take an additional one half (1/2) hour, if it is convenient to operating conditions in the Communications Centre, and the time will be charged to the Operator's Stat hours or floater hours.
- (f) Communications Operators working the twelve (12) hour shift shall annually have the equivalent of **twelve (12)** twelve (12) hour working days in lieu of Statutory Holidays. The number of Stats will be pro-rated for those Operators working less than a full year on the twelve (12) hour shift.
- (g) Notwithstanding Article 16.01, Operators working the twelve (12) hour shift will be paid for all overtime at the rate of time and one half (1-1/2), except that Operators who attend voluntary training at the request of the Employer shall be paid at straight time rate. Overtime shall be compensated either in pay or compensating time off at the same rate by mutual agreement of the parties. If mutual agreement is not possible, then the overtime rate shall be paid within thirty (30) days of the overtime worked.

- (h) Bereavement leave will be granted in accordance with Article 20.03 except that a twelve (12) hour shift will be considered a day.

## ARTICLE 16 - OVERTIME

- 16.01 Overtime must be authorized in advance by the Department Head or delegated authority, and no payment shall be made for overtime for which such advance authorization is not given.
- 16.02 Employees shall be compensated for overtime worked at the rate of time and one-half (except that employees with a BSA will be compensated at the rate of 1.55 times the regular rate) for all days except Sunday and Statutory Holidays in which the time worked shall be paid at double time (except that employees with a BSA will be compensated at the rate of 2.065 times the regular rate). Overtime shall be compensated either in pay or compensating time off at the same rate by mutual agreement of the parties. If mutual agreement is not possible, then the overtime rate shall be paid within thirty (30) days of the overtime worked.
- 16.03 (a) Because of the nature of the employment, employees in the classification of Unit Supervisor - Rink, Sport field Maintenance or Pool Maintenance who work beyond their normal hours of work will be entitled to time off at straight time rate in lieu of overtime pay.
- (b) Article 16.06(a) will apply to Unit Supervisors who are called out between the hours of 12:30am to 5:30am.
- 16.04 With reference to Article 16.03, if because of the duties of the job the Employer is unable to schedule the employee's compensating time off within seven (7) months of the date of the overtime being earned, such overtime shall be paid.
- 16.05 Standby
- Except as otherwise provided, an employee required by the Employer to standby for duty shall be paid two (2) hours pay at straight time for each eight (8) hour period of standby duty. The employee is not required to be at home but must notify his Employer of his whereabouts.
- 16.06 Call-Out
- (a) An employee called out to work before or after the regular workday or regular scheduled shift shall be paid for a minimum of four (4) hours at the overtime rate. A minimum of two (2) hours at the applicable overtime rate will be paid for the second or subsequent call(s). Assignment of work will

only qualify for a second call out if the employee has completed the assignment and has left the workplace.

- (b) An employee who works continuously, either after a normal quitting time or before normal starting time, shall be paid at the rate of time and one-half for such extra time and this shall not be considered as a call-out.

## ARTICLE 17 - STATUTORY HOLIDAYS

17.01 The Employer recognizes the following as paid statutory holidays:

New Year's Day	New Brunswick Day
<b>Family Day</b>	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

and any other day proclaimed as a statutory holiday by the Federal, Provincial or Municipal Government.

When Christmas Day falls on a Monday, Tuesday, Wednesday, or Thursday, December 25th and December 26th shall be considered as paid statutory holidays with time off.

When Christmas Day falls on a Friday, employees shall have Friday, Saturday, Sunday and Monday off.

When Christmas Day falls on a Saturday, employees shall have Saturday, Sunday, Monday and Tuesday off.

When Christmas day falls on Sunday, employees shall have Saturday, Sunday, Monday and Tuesday off.

The above statutory holidays shall be paid to all employees at their current regular rates of pay.

17.02 Pay for regularly scheduled work on a holiday an employee who is not scheduled to work on the above statutory holidays shall receive holiday pay equal to one day's pay. An employee who is scheduled to work shall be paid at the rate of time and one-half in addition to the holiday pay.

17.03 Where an employee is not scheduled to work on a statutory holiday or on a day which was rescheduled under Article 17.01, but is called into work by the

Employer, that employee shall be compensated for the hours of work performed in accordance with Article 16 (overtime), in addition to the regular day's pay for that holiday.

- 17.04 Where an employee requests, and where conditions permit, an employee may be granted equivalent time off in lieu of the overtime payment in Article 17.02 and 17.03 above.
- 17.05 Compensation for statutory holidays falling on scheduled day off - when any of the above-noted holidays fall on an employee's scheduled day off the employee shall receive another day off with pay at a time designated by mutual agreement of the parties.
- 17.06 Where operational requirements permit, employees shall have the afternoon of the last working day prior to Christmas Day off **with pay**, providing sufficient staff is left to maintain service to the public. The remaining staff shall have the afternoon of the last working day prior to New Year's Day off with pay.
- 17.07 Any employee other than a permanent employee shall be entitled to statutory holidays as set forth in 17.01 provided:
- (a) They have been employed for more than ninety (90) days in the twelve (12) months preceding the statutory holiday;
  - (b) They earned wages for at least fifteen (15) of the thirty (30) days prior to the statutory holiday;
  - (c) They worked their regularly scheduled day of work preceding and following the statutory holiday unless excused for legitimate reasons.
- 17.08 Communications Operators shall have the equivalent of **twelve (12)** twelve (12) hour working days in lieu of statutory holidays.

## ARTICLE 18 - VACATIONS

- 18.01 **Each employee, unless otherwise stated, shall be entitled to annual vacation with pay granted in January, however, accrued throughout the calendar year as follows:**

**For the calendar year in which the employee will complete their 1st year of service, the vacation entitlement will be:  
10 days, available on January 1<sup>st</sup> of that calendar year**

**For the calendar year in which the employee will complete their 2nd year of service, the vacation entitlement will be:**

**15 days, available on January 1<sup>st</sup> of that calendar year**

**For the calendar year in which the employee will complete their 9<sup>th</sup> year of service, their vacation entitlement will be:**

**20 days, available on January 1<sup>st</sup> of that calendar year**

**For the calendar year in which the employee will complete their 17<sup>th</sup> year of service, their vacation entitlement will be:**

**25 days, available on January 1<sup>st</sup> of that calendar year**

**For the calendar year in which the employee will complete their 25<sup>th</sup> year of service, their vacation entitlement will be:**

**30 days, available on January 1<sup>st</sup> of that calendar year.**

- 18.02 Employees will be entitled to take their vacation during the year in which it is earned. During an employee's probationary period he/she will only be permitted to take vacation already accrued.
- 18.03 When a Statutory Holiday falls within vacation period of an employee, that holiday may be taken the next working day immediately following the vacation period.
- 18.04 Vacation pay shall be paid on the pay day preceding the employee's vacation period upon the request of the employee one full week prior to such pay day.
- 18.05 An employee terminating **their** employment at any time in **their** vacation or before **they have** had his vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation, prior to termination.
- 18.06 Where an employee terminates **their** employment for any reason, the Employer shall be entitled to recover any outstanding advance of vacation leave granted to the employee from any monies due to the employee on his termination.
- 18.07 In the selection of vacation dates, employees will be allowed to exercise their choice, within their department, in accordance with their general seniority, bearing in mind that the work routine is disrupted as little as possible. It is understood between the parties that no annual vacation leave credit should be carried forward out of the year in which they are earned except by mutual agreement of the employee and the Department Head. Notwithstanding the above, when an employee is off work because of sickness or accident, **they** may, with the mutual agreement of his Department Head, carry forward his vacation leave credits to the following year or be paid in lieu.

- 18.08 Employees who become ill while on vacation may apply to reinstate vacation time with sick leave. The employee must file a completed Attending Physician Statement (APS) to verify the illness, prior to being accepted for approved sick leave under Article 19. The Employer will cover the normal cost of the APS.

## ARTICLE 19 - SICK LEAVE

- 19.01 The following sections of this article apply to permanent employees.
- 19.02 Approved sick leave with pay will be granted, for absences due to illness up to the Long-Term Disability Plan **qualifying** period.
- 19.03 The Employer reserves the right to investigate any illness for which sick leave is being claimed.
- 19.04 An employee who will be absent from work on account of sickness or accident shall cause the Employer to be informed, if possible prior to his scheduled reporting time, by contacting his supervisor, if available, for the purpose of discussing the reason for absence and the expected date of return to work.
- 19.05 The parties agree to form a committee consisting of two employee representatives and two employer representatives to implement an attendance management program, and to review absence statistics and interview employees whose record of absence is deemed to warrant such action.
- 19.06 An annual Wellness Award will be provided to employees as follows:
- a) 0 to 1-day sick leave used per calendar year – 2 day leave or pay;
  - b) More than 1 day but not more than 3 days sick leave used per calendar year – 1 day leave or pay.

The above figures are prorated for any employee who starts employment part way through the year.

The use of Wellness Leave is subject to mutual agreement between the employee and his/her Supervisor but must be taken in the year after it is earned, or it is forfeited.

## ARTICLE 20 - LEAVE OF ABSENCE

- 20.01 General Leave - The Employer will consider any reasonable request for leave of absence with or without pay.



- 20.02      Union Leave - Leave of absence without pay and without loss of seniority may be granted upon request to the Employer, to employees elected or appointed to represent the Union at Union conventions or seminars. Such accumulative time shall not exceed a total of twenty (20) working days in any calendar year.
- 20.03      Bereavement Leave
- A) An employee shall, upon request, be granted up to five (5) days paid leave in the event of death in the immediate family and the Employer may grant such additional bereavement leave as **they deem** appropriate in the circumstances.
- B) An employee shall, upon request, be granted up to three (3) days paid leave in the event of death in the extended family and the Employer may grant such additional bereavement leave as **they deem** appropriate in the circumstances.
- 20.04      Compassionate Leave - Employees shall be granted up to three (3) days leave of absence without loss of pay in the event of being left homeless through fire, flood, or any act of God.
- 20.05      Court Leave - The employer shall pay the normal earnings to an employee who is required to serve as a juror or court witness, provided the employee presents proof of service and turns over to the Employer any payment **the employee** receives for jury services or services as a court witness.
- 20.06      Family Days - Permanent employees will be granted up to three (3) "family days" per year for the immediate and temporary care of a family member.
- 20.07      Domestic, Intimate Partner, or Sexual Violence  
**The Employer shall grant an employee, Domestic Violence, Intimate Violence or Sexual Violence Leave in accordance with the provisions and requirements as provided for under the *New Brunswick Employment Standards Act*.**
- Notwithstanding the provisions of *NB Employment Standards Act* with respect to Domestic Violence, Intimate Violence or Sexual Violence the parties agree the leave is in effect on commencement of employment.**
- In addition to the benefits provided in the Act, employees experiencing any of these situations will be able to apply for additional days of paid leave, as per City Policy COR-OP-105. Such leave will be at the discretion of the Employer.**

**ARTICLE 21 - MATERNITY LEAVE**

- 21.01 (a) Notwithstanding the provisions of the Employment Standards Act with respect to maternity leave, the parties agree that the following provisions shall apply:

Maternity Leave is a period of leave without pay available to a female employee who is the natural parent of a newborn child. This leave may commence at any time within eleven (11) weeks before the specified date of delivery to the day of actual delivery.

- (b) Maternity leave may be for a term of up to seventeen (17) weeks. An employee, entitled to maternity leave, will be required to complete a two week waiting period before maternity leave benefits become available under the Employment Insurance Act. Providing that there is a Supplemental Unemployment Benefit (SUB) program in place, benefits will be available to the employee during this two week waiting period and for a further period of up to fifteen (15) weeks. The employee must provide the Employer with proof of receipt of EI benefits to be eligible to receive the benefits of the SUB after the first two weeks of benefit.
- (c) An employee shall notify her Department Head at least three (3) months prior to her expected delivery date.
- (d) A pregnant employee shall provide the Employer with a medical certificate at the end of the seventh month of pregnancy and thereafter, upon request of the Employer, confirming that her health will permit continuation of work.
- (e) Notwithstanding the above, the Department Head may direct an employee who is pregnant to proceed on maternity leave at any time within three (3) weeks immediately prior to the anticipated delivery date where, in his/her opinion, the interest of the Employer so requires.
- (f) Premiums for mandatory benefits – Health, Dental, Long Term Disability, Accident Death and Dismemberment and optional life insurance (excluding City of Fredericton Shared Risk Plan) shall be paid by the Employer, on behalf of the employee, during the period of maternity leave. No Benefit Spending Allowance (BSA) will be paid during the maternity leave period.
- (g) An employee shall not accumulate vacation while on maternity or parental leave but shall accumulate seniority for such leave. An employee on maternity leave may accrue pensionable service for such leave, provided arrangements are made by the employee to pay both shares of the required pension contributions within one year of return to work.
- (h) At least twenty (20) working days prior to the scheduled date for return to duty, the employee shall notify the Employer of her intention regarding return. As a condition



of returning to duty and prior to terminating her maternity leave, the employee must submit a doctor's certificate to the Employer stating that she is medically fit to return to duty.

- (i) On return to duty after a period of maternity leave, the employee shall be placed in the position she held prior to going on maternity leave, with the appropriate wage rate and benefits.
- (j) Should an employee not return to work after a period of maternity leave, parental leave and any approved extension thereof, she will be deemed to have terminated her employment. In such cases, she will be required to reimburse the Employer for the full amount of benefit premiums paid on her behalf during such leave period.

21.02 (a) **Child Care Leave** is a period of leave without pay of up to **62 consecutive weeks**, to which an employee is entitled under the provisions of the NB Employment Standards Act and the Employment Insurance Act, upon the birth or adoption of a child.

It is recognized that there may be very little notice provided to the employee by the adoption agency; however, it is expected that the employee will notify the Employer that application to adopt has been made and of **their** intention to take **Child Care** leave.

- (b) On return to duty after a period of **Child Care** leave, the employee shall be placed in the position that **they** held prior to going on **Child Care** leave, with the appropriate wage rate and benefits.
- (c) The Employer will continue to pay the premiums for mandatory benefits - Health, Dental, Long Term Disability, Accidental Death and Dismemberment and optional life insurance (excluding City of Fredericton Shared Risk Plan) for the first 10 weeks that an employee is on **Child Care** leave. The employee may make arrangements to continue to pay these premiums for the balance of any period of parental leave, subject to the approval of the Employer and the benefit carrier. No BSA will be paid during the **Child Care** leave period.
- (d) An employee shall not accumulate vacation while on **Child Care** leave but shall accumulate seniority for such leave.

## ARTICLE 22 - WORKERS' COMPENSATION

22.01 When a permanent employee is off work because of an occupational injury or illness resulting from **their** employment with the City of Fredericton and which is accepted as compensable by the Workplace Health, Safety and Compensation Commission (Worksafe NB), the Employer will supplement the Worksafe NB

benefit to the extent permitted without offsetting any benefit payable by Worksafe NB and subject to the Revenue Canada Worksafe NB award rules. Any such supplemental payment will be further subject to the provision that it shall not increase the employee's net take home pay above **the employees** regular pre-disability amount, recognizing that Worksafe NB benefits are not subject to Income Tax.

- 22.02 An employee receiving Workers' Compensation payments, in respect of an injury or occupational illness received in the employment of the Employer, will have **their** benefit plans (including City of Fredericton Shared Risk Plan) maintained in effect until such time as Worksafe NB determine that the employee is permanently disabled from **their** occupation. The employee's benefits will then be administered in accordance with Article 30.10.
- 22.03 The Employer will advance to the employee, subject to agreement by the employee to fully reimburse the Employer, an amount equal to the Worksafe NB award that the employee would be entitled to if the claim is accepted, and further subject to Revenue Canada Worksafe NB award rules. The Employer will not advance payments after Worksafe NB place the employee on long-term disability benefits. If the claim is not accepted by Worksafe NB at first instance, the advance will not be adjusted or recovered until any appeals are concluded.
- 22.04 The absence of an employee who is receiving compensation benefits under the Workers' Compensation Act shall not be charged against the employee's sick or vacation leave subject to Article 22.05.
- 22.05 When an employee receives Workers' Compensation benefits during the year the Employer will not be required to compensate that employee, for more than 52 weeks in any year, including the Workers' Compensation benefits.
- 22.06 The Employer agrees to pay the employee **their** regular wages for the balance of the day of the accident and to pay "WC Leave" for up to an additional twenty-four (24) hours immediately following the day of the accident, for scheduled time lost due to the injury. Should the employee be off work beyond this time, the next twenty-four (24) hours of absence from work will be without pay, after which the employee will be eligible for WC loss of earnings benefits. Should the accident not be accepted as compensable by Worksafe NB then any time taken as "WC Leave" will be charged against the employee's sick leave.
- 22.07 A Temporary or Seasonal employee who does not have recall status will receive any "loss of earnings" payments directly from WC.

**ARTICLE 23 - CLOTHING, TOOLS AND EQUIPMENT**

- 23.01 The Employer agrees to provide such protective and identification clothing as may be determined to be appropriate.
- 23.02 Arena and Maintenance Employees, Communications Operators and Parking Bylaw Officers will be provided with clothing in accordance with Appendix C attached to and forming part of this Agreement.
- 23.03 Maintenance Workers who are required to provide and use their own tools in the performance of their duties will be paid an annual tool allowance of up to a maximum of \$500.00 for the purchase of tools. The basis of payment will be reimbursement based on receipt of purchase.

**ARTICLE 24 - TEMPORARY ASSIGNMENT**

- 24.01 When an employee is assigned the duties and responsibilities of a more senior position within the bargaining unit, for a period of one (1) day or longer, **the employee** will be paid at the first rate of pay for the higher classification or five (5) percent more of his/her present rate of pay, whichever is the greater for the period so worked. In no case shall the eligible employee be paid an amount greater than the maximum for that higher classification to which the employee is assigned.
- 24.02 When an employee in the bargaining unit is temporarily assigned the duties and responsibilities of a position outside the bargaining unit, for a period of one day or longer, **the employee** will be paid at the rate of pay which would have applied at the first level of the higher classification, or five (5) percent, whichever is the greater, and shall be guaranteed **their** regular position at **their** regular rate of pay once such temporary assignment is terminated.
- 24.03 When an employee applies to be temporarily assigned the duties and responsibilities of a more junior position within the bargaining unit, **the employee** will be paid at **their** present rate of pay or Step IV of the lower classification whichever is lower and shall be guaranteed **their** regular position at **their** regular rate of pay once such assignment is terminated.

**ARTICLE 25 - PENSION**

- 25.01 Employees are subject to the provisions of and are entitled to the benefits under the City of Fredericton Shared Risk Plan, the provisions of which shall prevail over any provisions in this Agreement in conflict therewith.

**ARTICLE 26 - RETIREMENT ALLOWANCE**

- 26.01 When an employee having continuous service of five (5) years or more retires due to disability, death, or age, the Employer shall pay such an employee or beneficiary of employee, a retirement allowance equal to one month's pay for each five (5) years of service or fraction thereof but not exceeding six (6) months, at the employee's regular rate of pay on retirement.
- 26.02 When an employee retires due to death the retirement allowance shall be a lump sum payment, payable forthwith to **the employees** beneficiary, or estate as the case may be.
- 26.03 The employee shall have the option of taking retirement allowance either in the form of retirement leave or through lump sum payment upon retirement. Such lump sum payment may be deferred to the year following that in which the employee retires.

**ARTICLE 27 - TRAVEL EXPENSES**

- 27.01 Employees shall receive the per kilometer rate as set by City policy for the use of their personal vehicle in the conduct of their duties and responsibilities.
- 27.02 It is understood that employees shall not be compensated for the use of their vehicles to and from home and the place of employment.

**ARTICLE 28 - WAGES**

- 28.01 Wages for employees on strength at date of signing of this agreement shall be administered in accordance with this Article, Appendices A, B and B1 attached hereto and forming part of this Collective Agreement.
- 28.02
- (a) Employees hired during the term of this agreement shall be paid in accordance with Appendix A but will not be paid at a rate greater than an employee already in the classification.
  - (b) An employee who is eligible for a merit salary adjustment will qualify for such increase, subject to satisfactory performance, on the anniversary of **their** last hire, promotion or merit increase date.
  - (c) Upon promotion, an employee will be paid within the salary range of the new classification as per Appendix A, at a rate that is the greater of Step 1

of **the employees** new classification or that Step of the new classification which is at least three (3) percent above **their** current salary.

- (d) An employee whose position is reclassified will have **their** salary administered in accordance Article 1.04 or the Terms of Reference.
- (e) Arena Maintenance Workers I who are assigned to the outdoor program during the summer period will receive acting pay as Maintenance Workers II for the duration of such assignment.

28.03 Employees that are on the payroll on the date of signing of the Collective Agreement; laid off employees who have recall status that are returning for employment and retirees who have retired from employment since the expiry of the last agreement and who are receiving a monthly City of Fredericton Pension, are eligible for retroactive pay.

#### **ARTICLE 29 - JOINT CONSULTATION**

29.01 The Union and the Employer acknowledge the mutual benefits to be derived from joint consultation and hereby approve the establishment of a Mutual Interest Committee consisting of three representatives of the Union and three representatives of the Employer.

29.02 The Mutual Interest Committee shall meet once each month on a day to be established by the Committee.

29.03 The Committee shall be used as a forum for consultation on contemplated changes in conditions of employment or working conditions not covered by this Agreement, and other matters of mutual interest. The Committee shall maintain minutes of its meetings.

29.04 The Committee shall function in an advisory capacity only and shall not have the power to alter, amend, add to, or modify the terms of this Agreement.

29.05 Employee members shall suffer no loss of pay as the result of attendance at meetings of the Committee.

29.06 Employee Assistance Program - The Employer agrees to implement an Employee Assistance Program. The terms of reference of the program shall be determined by a Joint Employee Assistance Committee comprised of equal number of employee and Employer representatives. The purpose of the Employee Assistance Program shall be to assist employees whose job performance may be adversely affected by personal problems.

**ARTICLE 30 - BENEFITS**

- 30.01        1. The employer agrees to provide a pensionable Benefit Spending Allowance (BSA) for each permanent full-time employee in the amount of **\$210 bi-weekly effective the first pay following the signing of the collective agreement.** This BSA amount will be used to purchase the mandatory benefits listed below and other benefits as directed by the employee in conformity with the provisions of this article.
2. **2021 January 1 increase NB CPI percent**  
              **2022 January 1 NB CPI (minimum 1.5%)**
- 30.02        Mandatory benefits shall be purchased for each employee as follows:
- (a)     Group Life Insurance in the amount of \$40,000.
- (b)     Accidental Death and Dismemberment Insurance in the amount of \$140,000.
- (c)     Long Term Disability Insurance in the amount of 70 percent of the employee's basic salary.
- 30.03        The Employer agrees to maintain in effect a Group Health Plan (GHP) equivalent to the GHP in effect upon signing of this agreement. Participation in the GHP shall be mandatory for all eligible employees in accordance with the provisions of the GHP. Coverage provisions of the GHP may only be changed by mutual agreement of the Parties.
- 30.04        The Employer agrees to maintain in effect a Group Dental Plan (GDP) equivalent to the GDP in effect upon signing of this agreement. Participation in the GDP shall be mandatory for all eligible employees in accordance with the provisions of the GDP. Coverage provisions of the GDP may only be changed by mutual agreement of the Parties.
- 30.05        The Employer agrees to make available a Health Services Spending Account (HSSA) for each employee who so directs and to deposit into the HSSA an amount from the BSA as directed by the employee up to the balance in the BSA after mandatory benefit premiums are paid.
- 30.06        The Employer agrees to maintain in effect a Group Registered Retirement Savings Plan (GRRSP) available to employees through payroll deduction. Employee participation in GRRSP is voluntary.



- 30.07 Any balance in the BSA, that the employee has not directed to purchase benefits, will be paid to the employee as a taxable addition to **their** regular pay.
- 30.08 A position vacated by an employee receiving Long Term Disability benefits will not be filled on a permanent basis until the employee is declared totally disabled or two years have elapsed, whichever occurs first.
- 30.09 While an employee is eligible to receive Long Term Disability benefits, the Employer will pay the required premiums to maintain in effect the employee's pre-disability mandatory benefits. The Employer will also pay both shares of the required City of Fredericton Shared Risk Plan contributions while the employee is eligible for LTD benefits and until the employee qualifies for an unreduced pension under the provisions of 30.11.
- 30.10 An employee receiving Long Term Disability benefits, who has accrued at least 25 years of pensionable service and who becomes eligible for an unreduced pension under the provisions of the City of Fredericton City of Fredericton Shared Risk Plan, shall be required to apply for such pension. Payments from the City of Fredericton Shared Risk Plan will directly offset any benefit payments from the Long Term Disability Plan.
- 30.11 Employees will not accumulate sick leave or vacation while in receipt of Long Term Disability benefits but employees will retain their seniority rights until they are declared totally disabled or two years have elapsed, whichever occurs first.
- 30.12 Nothing in this Article shall be construed as limiting the Employer in its choice of insurers under this article. However, the Employer agrees that no change to the terms and conditions of the Long Term Disability Plan or to the carrier of record shall be made without the mutual consent of the parties.
- 30.13 The parties agree that in lieu of paying the BSA, the City will maintain the full cost of premiums for an employee's Health, Dental, ADD, Life and LTD as well pay both shares of the Pension Contributions when an employee is on EI Sick Benefits.

**ARTICLE 31 - HARASSMENT**

- 31.01 (a) The Union and the Employer recognize and support the right of employees to work in an environment free from personal harassment. Harassment being defined as behaviour, words or actions that are discriminatory or demeaning and which undermine the employee's self-esteem or dignity. The Employer undertakes to deal with any City employee engaging in the harassment of another employee.
- (b) Sexual harassment shall be defined as any sexually oriented practice that undermines an employee's health, job performance, or workplace

relationships or endangers an employee's employment status or potential. Sexual harassment shall include, but not be limited to: 1) unnecessary touching or petting; 2) suggestive remarks or other verbal abuse; 3) leering at a person's body; 4) compromising invitations; and 5) demands for sexual favours.

- (c) In cases of sexual harassment, the employee being harassed has the right to discontinue contact with the alleged harasser without incurring any penalty, pending determination of the complaint. In cases where the sexual harassment may result in the transfer of an employee, where possible, it shall be the harasser who is transferred. The employee who is being harassed will not be transferred against his/her will.
- (d) An employee may initiate a grievance under this clause at any step of the grievance procedure. Grievances under this clause will be handled with all possible confidentiality and dispatch.

#### **ARTICLE 32 - CONTRACTING OUT**

- 32.01 A permanent employee shall not be laid off or have a reduction in working hours as a result of the Employer contracting out the employee's work.

#### **ARTICLE 33 - RESIDENCY**

- 33.01 The parties agree that an employee's ability to provide service, with a minimum of delay, depends in part on the location of that employee's residence. The City reserves the right to decide whether an employee's place of residence reasonably permits him/her to meet this job requirement. Notwithstanding the foregoing, employees will be permitted to locate their residence within twenty (20) kilometers of the City limits. An employee will not be required to move from their current (Date of Agreement) residence to comply with this Article. Exceptions to the above agreement will not be unreasonably withheld by the Employer.

#### **ARTICLE 34 - TECHNOLOGICAL CHANGE**

- 34.01 In the event that the Employer should introduce methods or machines which require new or greater skills than are possessed by employees under the present method of operation, such employees shall be given sufficient training and a reasonable opportunity to acquire the skills necessitated by the new methods of operation.



**ARTICLE 35 - SEASONAL EMPLOYEES**

- 35.01 (a) Seasonal employees will normally be scheduled to work forty (40) hours or less per week.
- (b) Seasonal employees, currently employed by the City and those hired after the signing of this Agreement, who accumulate twelve (12) months service with the City shall have recall rights to the position from which they were laid off.
- (c) Seasonal employees shall not be entitled to bump outside their position.
- (d) Except as specifically provided in this section, the provisions contained in Section 36 Temporary Employees apply to Seasonal Employees

**ARTICLE 36 - TEMPORARY EMPLOYEES**

- 36.01 (a) Hours of work / Wages: A temporary employee may work part time or full-time hours as determined by the employer.

Temporary employees who are hired to temporarily fill a permanent position will be paid the first step of the current level of the classification and will work the hours of work of the position.

Temporary employees who do not fill a permanent position shall be paid a rate ranging from the temporary/seasonal hourly rate to the first step of the classification of the work being performed and will work the hours of work of the position.

- (b) Term: By mutual agreement of the parties, the term of employment for a Temporary Employee may be extended.
- (c) Benefits: A temporary employee who has accrued twelve months of employment service with the Employer, or a temporary employee who is hired for a temporary assignment of greater than one year will be required to participate in the City of Fredericton benefit plans except Long Term Disability Plan. The employer will provide a Benefits Spending Allowance of **\$90.00 biweekly upon the signing of the collective agreement and a NB CPI increase in year 2021 and in year 2022 (with a minimum of 1.5% in year 2022)** to each eligible temporary employee.
- (d) Sick Leave: Temporary employees will accrue sick leave at the rate of one and one-quarter (1 ¼) days per month of employment. Upon termination,

there will be no pay-out of accrued sick leave and no carry-over of sick leave balances to the temporary employee's next term of employment.

- (e) **Vacation:** Temporary employees who are employed for a term of ten (10) months or less will receive payment in lieu of vacation time at the rate of four percent (4%) of their gross earnings. Temporary employees who are working a minimum of 40 hours biweekly and who are extended beyond ten (10) months or whose initial term is for a period of greater than ten (10) months will accrue vacation time at the rate of one (1) day per month to a maximum of ten (10) days per calendar year. Upon termination, payment will be made for any unused vacation days to a maximum payment of ten (10) days of vacation.
- (f) **Seniority:** When a temporary employee has accrued twelve months of employment service with the Employer, **they** will commence earning seniority within the bargaining unit from that date and thereafter will be permitted to apply as an internal applicant for postings within the bargaining unit. Any temporary employee who obtains a permanent position with the Employer will be required to serve the normal probationary period from date of appointment to the permanent position.
- (g) **Recall:** A temporary employee shall not be entitled to recall rights, nor shall they be entitled to bump outside their position.

## ARTICLE 37 - PERMANENT PART-TIME EMPLOYEES

37.01 A permanent part-time employee is required to serve the probationary period as per Article 6.03.

A permanent part-time employee will participate in all City of Fredericton benefits plans except Long Term Disability Plan.

The employer will provide a Benefits Spending Allowance of **\$90.00 biweekly upon the signing of the collective agreement and a CPI increase in years 2021 and 2022 (minimum 1.5%)** to each eligible permanent part time employee.

A permanent part-time employee will receive vacation as outlined in Article 18.01. Vacation hours will be prorated based on hours worked.

**ARTICLE 38 - DURATION OF AGREEMENT**

**38.01** This Agreement shall come into force as of **January 01, 2019 and shall expire on December 31, 2022**, provided however, that where notice to bargain has been given by either party in accordance with Section 33 of the Industrial Relations Act with a view to the renewal or revisions of this Agreement or the making of a new Agreement, this Agreement shall continue in full force and effect until,

(a) a renewal or revision of this Agreement or a new Agreement is signed;

or

(b) a lawful strike or lockout occurs in accordance with the provisions of the Industrial Relations Act.

IN WITNESS WHEREOF the City of Fredericton has hereunto affixed its corporate seal and caused these presents to be executed by its duly authorized officers and The Canadian Union of Public Employees, Local 1709, caused these presents to be executed by its duly authorized officers.

SIGNED, SEALED AND DELIVERED      THE CITY OF FREDERICTON

in the presence of:

S. Charter

Witness

Michael G. O'Brien  
Michael G. O'Brien, Mayor

Jennifer Lawson Murray  
Jennifer Lawson Murray, City Clerk



THE CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 1709

Connie Lemieux  
Connie Lemieux, President

S. Charter

Witness

Julie Brown-Snook  
Julie Brown-Snook, Secretary

**APPENDIX A - SALARY SCALES  
(Biweekly Rates)**

**2019  
Effective 2018 December 16  
2.13%**

	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>
<b>A</b>	1,278.90	1,317.30	1,356.81	1,397.50
<b>B</b>	1,375.24	1,416.52	1,459.02	1,502.78
<b>C</b>	1,471.58	1,515.74	1,561.21	1,608.05
<b>D</b>	1,567.92	1,614.97	1,663.42	1,713.33
<b>E</b>	1,664.27	1,714.21	1,765.63	1,818.60
<b>F</b>	1,760.61	1,813.43	1,867.83	1,923.86
<b>G</b>	1,856.95	1,912.66	1,970.03	2,029.13
<b>H</b>	1,953.27	2,011.87	2,072.23	2,134.40
<b>I</b>	2,049.62	2,111.11	2,174.46	2,239.68
<b>J</b>	2,145.96	2,210.33	2,276.65	2,344.94
<b>K</b>	2,242.30	2,309.56	2,378.85	2,450.22
<b>L</b>	2,338.64	2,408.78	2,481.06	2,555.49
<b>M</b>				
<b>N</b>				

**Effective 2018 December 16**

Temporary/Seasonal	13.56
Maintenance Worker I	23.79
Maintenance Worker II	24.42
Maintenance Worker III	26.01
Maintenance Worker IV	28.34

**2020**  
**Effective 2019 December 15**  
**1.83%**

	I	II	III	IV
<b>A</b>	1,302.30	1,341.40	1,381.64	1,423.08
<b>B</b>	1,400.40	1,442.44	1,485.72	1,530.28
<b>C</b>	1,498.51	1,543.47	1,589.78	1,637.48
<b>D</b>	1,596.62	1,644.52	1,693.86	1,744.68
<b>E</b>	1,694.73	1,745.58	1,797.94	1,851.88
<b>F</b>	1,792.83	1,846.62	1,902.01	1,959.07
<b>G</b>	1,890.93	1,947.66	2,006.08	2,066.26
<b>H</b>	1,989.02	2,048.69	2,110.15	2,173.46
<b>I</b>	2,087.13	2,149.75	2,214.25	2,280.66
<b>J</b>	2,185.23	2,250.78	2,318.31	2,387.86
<b>K</b>	2,283.33	2,351.83	2,422.39	2,495.06
<b>L</b>	2,302.81	2,372.02	2,443.24	2,516.46
<b>M</b>	2,381.43	2,452.87	2,526.46	2,602.26
<b>N</b>	2,577.81	2,655.27	2,734.99	2,816.96

**Effective 2019 December 15**

Temporary/Seasonal	13.81
Maintenance Worker I	24.23
Maintenance Worker II	24.86
Maintenance Worker III	26.48
Maintenance Worker IV	28.86

**2021**  
**Effective 2020 December 27**  
**1.60%**

	I	II	III	IV
<b>A</b>	1,323.14	1,362.86	1,403.75	1,445.85
<b>B</b>	1,422.81	1,465.52	1,509.49	1,554.77
<b>C</b>	1,522.49	1,568.17	1,615.21	1,663.68
<b>D</b>	1,622.16	1,670.83	1,720.97	1,772.60
<b>E</b>	1,721.84	1,773.51	1,826.71	1,881.51
<b>F</b>	1,821.51	1,876.16	1,932.45	1,990.41
<b>G</b>	1,921.18	1,978.83	2,038.17	2,099.32
<b>H</b>	2,020.84	2,081.47	2,143.91	2,208.23
<b>I</b>	2,120.53	2,184.14	2,249.68	2,317.15
<b>J</b>	2,220.20	2,286.79	2,355.40	2,426.06
<b>K</b>	2,319.87	2,389.46	2,461.14	2,534.98
<b>L</b>	2,339.66	2,409.97	2,482.33	2,556.73
<b>M</b>	2,419.54	2,492.11	2,566.88	2,643.89
<b>N</b>	2,619.05	2,697.75	2,778.75	2,862.04

**Effective 2020 December 27**

Temporary/Seasonal	14.03
Maintenance Worker I	24.62
Maintenance Worker II	25.26
Maintenance Worker III	26.97
Maintenance Worker IV	29.38

**2022**  
**Effective 2021 December 26**  
**NB CPI minimum 1.5%**

	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>
<b>A</b>	1,342.99	1,383.31	1,424.80	1,467.53
<b>B</b>	1,444.15	1,487.50	1,532.13	1,578.09
<b>C</b>	1,545.33	1,591.69	1,639.44	1,688.63
<b>D</b>	1,646.49	1,695.90	1,746.78	1,799.19
<b>E</b>	1,747.67	1,800.11	1,854.11	1,909.73
<b>F</b>	1,848.84	1,904.30	1,961.43	2,020.27
<b>G</b>	1,950.00	2,008.51	2,068.75	2,130.81
<b>H</b>	2,051.16	2,112.69	2,176.07	2,241.36
<b>I</b>	2,152.33	2,216.90	2,283.42	2,351.91
<b>J</b>	2,253.50	2,321.10	2,390.74	2,462.45
<b>K</b>	2,354.66	2,425.30	2,498.06	2,573.01
<b>L</b>	2,374.75	2,446.12	2,519.56	2,595.08
<b>M</b>	2,455.83	2,529.49	2,605.39	2,683.55
<b>N</b>	2,658.34	2,738.22	2,820.43	2,904.97

**Effective 2021 December 26**

Temporary/Seasonal	14.24
Maintenance Worker I	24.99
Maintenance Worker II	25.64
Maintenance Worker III	27.37
Maintenance Worker IV	29.82



Letter of Agreement  
City of Fredericton  
CUPE Local 1709

The parties agree that providing the listed employees remain in their current jobs, their biweekly salaries will be in accordance with the following:

Name	Job Title	Level	2018	2019	2020	2021	2022
Hagerman, Carson C	Clerk - Inter - Stores & Purch	G	2306.69	2356.03	2399.14	2437.53	2474.09
Curtis, Bonny L	Parking Bylaw Officer	D	1797.75	1836.04	1869.64	1899.56	1928.05
Phillips, Dianne	Administrative Assistant	H	2089.88	2134.39	2173.45	2208.23	2241.35
<b>Brown-Snook, Julie</b>	<b>Administrative Assistant</b>	<b>H</b>	<b>2089.88</b>	<b>2134.39</b>	<b>2173.45</b>	<b>2208.23</b>	<b>2241.35</b>
<b>Cornford, Kathy</b>	<b>Clerk – Senior</b>	<b>I</b>	<b>2192.97</b>	<b>2239.68</b>	<b>2280.67</b>	<b>2317.16</b>	<b>2351.91</b>
Vroom, Karl	Maintenance	Hourly Rate	27.26	27.84	28.35	28.80	29.24

For the Union: Connie Lemieux  
Connie Lemieux, President

For the City: Chris MacPherson  
Chris MacPherson, City Administrator

Sept 29, 2020  
Date

## APPENDIX B - CUPE LOCAL 1709 CLASSIFICATIONS AND POSITIONS

Classifications	Positions	Level
Communications Operator	Communication Operator II	N
	Supervisor - Unit-Pool Maintenance – <b>Building Services</b>	M
	Supervisor - Unit – Rink – <b>Building Services</b>	M
Administrator	Supervisor - Sport field Maintenance – <b>Building Services</b>	M
	<b>Administrator – Benefits Administrator</b>	M
	<b>Administrator – Finance Services and Service Fredericton</b>	M
Communications Operator	Communications Op I	L
Senior Clerk	Clerk - Senior - <b>Finance Services and Service Fredericton</b>	I
	<b>Clerk – Senior – Fire</b>	I
	<b>Clerk – Senior – Improvement and Innovation</b>	I
	<b>Clerk – Senior – Police – Stores, Purchasing and Exhibits</b>	I
	<b>Clerk – Senior – Police – Support Services</b>	I
	<b>Clerk – Senior - Police – Court Administration</b>	I
Administrative Assistant	Clerk – Senior – Purchasing Agent	I
	Clerk – Senior – Records – <b>City Clerk</b>	I
	Administrative Assistant – City Clerk	H
	Administrative Assistant – <b>Planning and Development</b>	H
	Administrative Assistant – <b>Water &amp; Sewer Safety</b>	H
	Administrative Assistant – <b>Corporate Services</b>	H
	Administrative Assistant – Fleet	H
	<b>Administrative Assistant – IT</b>	H
	Administrative Assistant – <b>Transit and Parking Services Administration</b>	H
	Administrative Assistant – Police – <b>Support Services</b>	H
	Administrative Assistant – Building Services	H
	Administrative Assistant – Recreation, <b>Culture &amp; Community Development</b>	H
	Administrative Assistant – Tourism & Events	H
	<b>Administrative Assistant – Training – Police</b>	H
	<b>Clerk – Intermediate – 911 Communication Centre</b>	G
	Clerk – Intermediate – Engineering & Operations Administration	G
	Clerk – Intermediate – <b>Finance Services and Service Fredericton</b>	G
	Clerk – Intermediate – Police – <b>Support Services</b>	G
	Clerk – Intermediate – Records Centre – <b>City Clerk</b>	G
	Clerk – Intermediate – Transit and Parking Services Administration	G
	<b>Clerk – Intermediate – Water &amp; Sewer safety and Benefits</b>	G
Clerk	Clerk – Police – <b>Support Services</b>	E
Parking Bylaw Officer	Parking Bylaw Officer - <b>Growth and Community Services</b>	D
Clerk/Receptionist	Clerk/Receptionist – Recreation, Culture & Community Development	C

**APPENDIX B1 - MAINTENANCE WORKER QUALIFICATIONS, DUTIES  
AND RESPONSIBILITIES**

**MAINTENANCE WORKER I**

Must have the required education, training and experience to effectively perform routine duties of the division without continuous supervision.

**MAINTENANCE WORKER II**

In addition to the qualifications for Maintenance Worker I - must have the required training and experience to perform the more complex tasks of the division and on occasion be required to act as lead-hand in charge of a crew - or - must be qualified and licensed to operate and service specialized motorized equipment of the division (such as a truck, with or without attachments) and be required by the Employer to operate such equipment on a regular basis -or- must have NB Department of Labour certification as a Journeyman in one of the trades required to perform the work of the division, (e.g. Carpenter, Electrician, Plumber or other trade as required).

**MAINTENANCE WORKER III**

Must have the required training and experience to perform the tasks associated with the work of the division and to lead and supervise a crew and be required to do so on a continuous basis

**MAINTENANCE WORKER IV**

Must have NB Department of Labour certification and at least five years' experience as a Journeyman in one of the following trades: Carpenter, Electrician, Plumber or other trade as required. Must have the specialized skills to perform all the related work of the division without supervision and be willing to lead a crew as required.

**APPENDIX C - CLOTHING ALLOWANCE****PARKING BYLAW OFFICER**

- 4 shirts per year
- 4 pair of pants or walking shorts per year
- 1 sweater per year
- 1 multipurpose jacket as required
- 1 raincoat as required
- 1 pair of summer footwear as required
- 1 pair of winter footwear as required
- 1 hat and a pair of gloves as required

**MAINTENANCE EMPLOYEES**

- a) Maintenance employees required to wear safety footwear will be given an allowance **185.00 per year with NB CPI increases in year 2021 and in year 2022 (with a minimum of 1.5% in year 2022)**, for the purpose of purchasing such footwear. The allowance shall be paid by the first payday of April each year. Employees shall wear green seal safety footwear which complies with standards established by the appropriate Workplace Safety Committee.
- b) One (1) pair bib overalls, or coveralls every two (2) years, or as required
- c) One (1) winter jacket every two (2) years
- d) One (1) summer jacket every two (2) years
- e) Maintenance employees will be granted a maximum of \$75 dollars annually towards pants/trousers that are damaged as a result of their job. The basis of payment will be reimbursement based on receipt of purchase. Employees are expected to arrive to work presentable in appropriate clothing free of rips, tears, stains, etc.

Employees will be required to exchange the old issue coveralls and or work boots if requesting additional items outside the timelines specified above.

**COMMUNICATION OPERATORS I & II**

**Sweater**

**4 pants**

**4 shirts – 1 shirt must be long sleeved**

**Nametag**

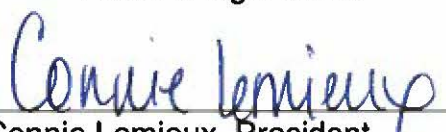
**LETTER OF AGREEMENT****SUMMER OFF PROGRAM**

It is agreed between the parties that a leave without pay program be established as follows:

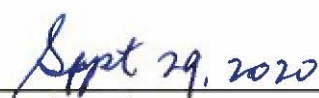
- (a) Upon the written request of the employee, submitted at least four (4) weeks prior to January 01, and with the approval of the employee's Department Head, the employee may be granted a leave without pay of between four (4) to ten (10) consecutive calendar weeks, during the period May 01 to August 31.
- (b) The employee may opt to have **their** regular bi-weekly pay rate, and their BSA reduced on a pro-rata basis, during the year in which the leave occurs, so as to maintain a continuous income, including the period of leave. (e.g. if a person takes a four (4) week Summer Off leave, their pay rate will be reduced by 4/52 and paid on a normal basis, i.e. if an individual's regular bi-weekly pay is \$1000, he/she will have their pay rate adjusted to \$923.08 bi-weekly and still be paid 26 times during the year).
- (c) During the period of leave without pay the employee will assume the full cost of normal benefits except Shared Risk Plan which will continue to be paid on a cost shared basis. LTD premiums will be paid on the regular salary because the benefit is based on the regular salary.
- (d) If the employee applies to cancel an approved leave prior to actually starting the leave and the Employer approves, any salary already deferred will be returned to the employee as a lump sum addition to their adjusted pay and their rate of pay will be returned to the regular rate.

This letter of agreement expires on **Dec 31<sup>st</sup> 2022**.

\*Reopener: Should City policy COR-OP-105 change over the term of the Collective Agreement – CUPE Local 1709 reverts back to the attached Summer Off Program - Letter of Agreement

  
Connie Lemieux, President

  
Chris MacPherson, City Administrator

  
Date of signing




**LETTER OF AGREEMENT**

**PARKING or TRANSIT**


The City will provide a parking or a transit pass for CUPE Local 1709 members for the duration of this Agreement.

**Parking and Transit privileges are subject to a taxable benefit payable to *Revenue Canada* as part of your total income tax deduction.**

This letter of agreement expires on **Dec 31<sup>st</sup> 2022**

  
\_\_\_\_\_  
Connie Lemieux, President

  
\_\_\_\_\_  
Chris MacPherson, City Administrator

  
\_\_\_\_\_  
Date of signing



**LETTER OF AGREEMENT**

**JOB DESCRIPTIONS**

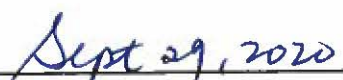
**The City will provide CUPE Local 1709 copies of job descriptions for all classifications in Appendix B and B1 within six (6) months of the signing of this agreement.**

**The Employer shall provide the Union with any changes or additions to job descriptions during the duration of this agreement.**

This letter of agreement expires on **Dec 31<sup>st</sup>, 2022**

  
\_\_\_\_\_  
Connie Lemieux, President

  
\_\_\_\_\_  
Chris MacPherson, City Administrator

  
\_\_\_\_\_  
Date of signing

PROVINCE OF NEW BRUNSWICK

COUNTY OF YORK


**AFFIDAVIT OF CORPORATE EXECUTION**

I, Jennifer Lawson Murray, of the City of Fredericton, in the County of York and Province of New Brunswick, **MAKE OATH AND SAY AS FOLLOWS:**

1. I am the City Clerk of the City of Fredericton, one of the parties named in the foregoing instrument and as such I have personal knowledge of the matters herein deposed to.
2. The seal affixed to the foregoing instrument purporting to be the seal of the City of Fredericton is the Corporate Seal of the City of Fredericton and was so affixed by order of the City Council.
3. The signature "Michael G. O'Brien" subscribed to the foregoing instrument is the signature of Michael G. O'Brien, the Mayor of the City of Fredericton, and the signature "Jennifer Lawson Murray" subscribed thereto is my signature.
4. The Mayor and City Clerk are officers of the City of Fredericton duly authorized to execute the foregoing instrument.

**SWORN TO BEFORE ME** at the  
City of Fredericton, in the County  
of York and Province of New  
Brunswick, this 29th day of  
September 2020.

  
\_\_\_\_\_  
Michelle S. Brzak  
A Commissioner of Oaths  
Being a Solicitor

  
\_\_\_\_\_  
Jennifer Lawson Murray

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